

Ajay

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 6186 OF 2023
WITH
INTERIM APPLICATION NO. 17948 OF 2023
IN
WRIT PETITION NO. 6186 OF 2023

M/s. Shady Grove Hotel

.. Petitioner

Versus

The Airports Authority of India and Anr.

.. Respondents

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- Mr. Pradeep Thorat a/w. Mr. Bharat Jain i/by M/s. Economic Laws Practice for the Petitioner.
 - Mr. Anil Singh, Senior Advocate a/w. Ms. Shilpa Kapil and Mr. Chidanand Patil, Advocates for Respondent No.1 – AAI.
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CORAM : MILIND N. JADHAV, J.

DATE : JANUARY 16, 2024.

P.C.:

- 1.** Heard Mr. Thorat, learned Advocate for Petitioner and Mr. Singh, learned Senior Advocate for Respondent No.1.
- 2.** This Writ Petition was heard on 05.01.2024 and the Petitioner was accordingly impressed upon by this Court to obtain appropriate directions for making a substantial deposit to prove and show its bonafides. On that date, the Court had also directed the Respondents to place on record the details of the outstanding dues / amounts.

3. Mr. Singh has placed on record the details of the provisional outstanding dues and interest calculation as on 31.12.2023 in respect of the Petitioner. The said statement is also handed over to Mr. Thorat in Court before me today. It is seen that the principal amount itself is Rs.29,40,733.38. That apart, there is a liability of interest, rather penal interest thereon. Considering that this is a substantive statutory Appeal filed by the Petitioner, undoubtedly, Petitioner will have to be heard but subject to a caveat that Petitioner will not be able to enjoy the property without showing its bonafides.

4. From the submissions made by Mr. Singh, it is revealed that since August, 1994 there has been an outstanding and due liability which remains unpaid and unfulfilled. This cannot and will not be allowed by the Court. Infact in view of this, Mr. Thorat, learned Advocate for the Petitioner at the outset has informed the Court that he has instructions to submit to the Court that an amount of Rs.25,00,000/- shall be paid within a period of two weeks from today and thereafter he would obtain further instructions. The submissions made by Mr. Thorat are noted. However, Rs.25,00,000/- is a very meager amount and if the Petitioner desires to continue occupying the subject premises in the interregnum it would be required to deposit a substantial amount as also on a month to month recurring basis.

5. This is so because the Respondents have informed the Court that the outstanding amount is itself a staggering approximately Rs.29.40 Crores as on date and in that view of the matter, the submissions made by Mr. Thorat can only be considered if the Petitioner is in a position to deposit a substantial amount and not otherwise.

6. Mr. Thorat would submit that in the interregnum and during the pendency of the proceedings before the Estate Officer and the Bombay City Civil Court, an amount of Rs.35,00,000/- has been deposited by the Petitioner. Respondents are directed to take appropriate instructions and confirm the same. He would also inform the Court that without prejudice meetings for reconciliation between the parties have also been held in the interregnum and are still under progress but not finalized. He would submit that the last meeting was held on 03.01.2024. I believe Mr. Thorat.

7. In this view of the matter, Petitioner is therefore permitted by the Court to deposit the amount of Rs.25,00,000/- within a period of two weeks from today with Respondent No.1 on the express submission made by Mr. Thorat, with a clarification that no extension of time shall be granted to the Petitioner for making the above deposit beyond two weeks. This shall be the litmus test of the Petitioner to show his bonafides to this Court for seeking continuation of the ad-

interim relief in the present Writ Petition. However this shall not stop here only. Petitioner is further directed to make a positive statement on the next date as to within how much time it shall deposit a further amount of Rs.75,00,000/- if the Petitioner desires a stay of the impugned order and judgment of eviction.

8. Such order at this stage, in my opinion would be necessary in view of the substantial outstanding amount which has been pointed out by the learned Senior Advocate appearing for Respondents. Further orders shall be passed on the next adjourned date after effective compliance of the above directions.

9. Needless to state that any deposit made shall be without prejudice to the rights and contentions of the Petitioner.

10. Stand over to **07th February, 2024.**

11. In the meanwhile, ad-interim relief, if any, granted earlier to continue.

[MILIND N. JADHAV, J.]

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